

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

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| <b>IN RE:</b><br><br><b>FIELDWOOD ENERGY, LLC</b><br><br><b>DEBTOR</b> | §<br>§<br>§<br>§<br>§<br>§ | <b>CASE NO. 20-33948</b><br><br><b>CHAPTER 11</b><br><br><b>(JOINTLY ADMINISTERED)</b> |
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**LIMITED OBJECTION OF MULTI KLIENT INVEST  
AS TO (A) FOURTH AMENDED CHAPTER 11 PLAN**

Multiklient Invest AS ("MKI") files this *Limited Objection* (the "Objection") to *Confirmation of Fourth Amended Chapter 11 Plan* and in support hereof respectfully states as follows:

**BACKGROUND**

1. MKI is a subsidiary of PGS ASA, a Norwegian holding company with affiliated geophysical services companies that, among other things, provide worldwide geoscientific data products and services to the oil and gas industry.

2. MKI and Debtor are parties to a Master Marine Geophysical Data Use License (the "MLA") and related Supplements (collectively the "License Agreements"). The License Agreements are not included as contracts to be assumed and assigned in either the Plan Supplement (Dkt. 1394) or the Notice to Contract Parties to Executory Contracts (Dkt, 1395).

3. Nonetheless, MKI and Debtor are in continuing discussions that could result in the assumption and assignment of the MLA, execution of a new Supplement and destruction of certain data in possession of Debtor.

4. This Objection is filed as a placeholder pending the outcome of these discussions.

**LIMITED OBJECTION TO PLAN**

5. To the extent Debtor assumes the MLA, MKI objects to the Plan to preserve its rights with respect to (i) confidentiality; (ii) consent; (iii) use and disclosure of data; (iv) assignment and transfer; (v) change of control; (vi) termination; and (vi) payment of a transfer fee.

6. MKI further objects to the Plan to the extent it authorizes Debtor to disclose any confidential and proprietary information protected by the Licensing Agreements to any successor before this Objection is resolved.

7. To the extent that the License Agreements are rejected, MKI objects to the Plan to preserve its rights and enforce Debtor's obligations with respect to the destruction of data that is subject to the License Agreements.

8. MKI further objects to the Plan's release and exculpation provisions as overly broad and contrary to law.

9. MKI reserves its right to amend and/or supplement this Objection.

WHEREFORE, the MKI respectfully requests that the Court deny confirmation of the Plan, prevent Debtors' proposed assumption and assignment of the License Agreements absent strict compliance with the terms thereof and grant such other and further relief to which they may be entitled.

Respectfully submitted,

KANE RUSSELL COLEMAN LOGAN PC

By: /s/ Michael P. Ridulfo

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**CERTIFICATE OF SERVICE**

This is to certify that on June 2, 2020, a true and correct copy of the foregoing was served via the Court's CM/ECF notification system.

/s/ Michael P. Ridulfo

Michael P. Ridulfo